

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LIQUID PROPULSION SYSTEMS CENTRE (LPSC-B)
BANGALORE**

Tender for Supply of Mass Spectrometer Leak Detector

Bids to be submitted online

**Tender No.: LPSC-B/Liquid Propulsion Systems
Centre,Bengaluru/LB202400002201 dated 03-05-2024**

A. Tender Details

Tender No :	LPSC-B/Liquid Propulsion Systems Centre,Bengaluru/LB202400002201
Tender Date :	03-05-2024
Tender Classification:	GOODS
Purchase Entity :	Liquid Propulsion Systems Centre,Bengaluru
Centre :	LIQUID PROPULSION SYSTEMS CENTRE (LPSC-B)

Supply of Mass Spectrometer Leak Detector

Supply of Mass Spectrometer Leak Detector

A.1 Tender Schedule

Bid Submission Start Date :	03-05-2024 14:00
Bid Clarification Due Date :	16-05-2024 14:00
Bid Submission Due Date :	18-06-2024 14:00
Bid Opening Date :	18-06-2024 14:30
Price Bid Opening Date :	02-07-2024 14:30

B. Tender Attachments

NA

Instructions To Vendors

1. STANDARD TERMS AND CONDITIONS FOR PUBLIC TENDER(PT)

1. APPLICABLE LAW

The Contract shall be governed by Indian Law for the time being in force and jurisdiction shall lie in the Courts of India.

2. As far as implementation of public procurement policy (Preference to make in India) Order, 2017 is concerned, the Office Orders vide No. P-45021/2/2017-B.E-II dt. 15.06.2017, which is partially modified by Order No. P-45021/2/2017-PP(BE-II) dt. 28.05.2018, Order No.P-45021/2/2017-PP(BE-II)dt. 29.05.2019, Order No. P- 45021/2/2017-PP (BE-II) dt 04.06.2020 and Order No.P-45021/2/2017-PP (BE-II) dt 16.09.2020 and subsequent Amendments issued by the Department for Promotion of Industries and Internal Trade, Ministry of Commerce and Industry and Internal Trade, Ministry of Commerce and Industry regarding Class-I/Class-II local suppliers, Purchase preference, verification of local contents etc shall be applicable to this tender. Therefore, bidders may ensure compliance of the same while submitting tenders.

3. Bank Details

You shall provide your bank details such as IFSC code, IBAN No. , SWIFT etc along with your offer which shall be not be changed till completion of supply/service.

4. Custom Duty Concession Certificate:

LPSC is providing concession certificate towards the of payment of Customs Duty vide As per the Customs Notification No. 50/2017, Sl. No. 539(b)-CUSTOMS Dated 30.06.2017 & Amendment No: 5/2018, Sl No.539(A) - CUSTOMS Dated: 25/01/2018.

5. FORCE MAJEURE

Neither LPSC, Bangalore nor Supplier/ Contractor, shall be considered in default of the performance of their obligations under this Purchase Order if such performance is prevented or delayed for any causes beyond the reasonable control of the parties to the Order getting affected, such as Acts of God, war, riots, civil, commotion, illegal strikes, legal lock-outs, epidemics, fire accidents, floods, earthquakes,

proclamation or regulation or ordinance of any Government thereof, provided notice in writing of any such cause with necessary proof that the obligation under the Purchase Order is hereby affected or prevented or delayed is given within 14 days from the happening of the event. As soon as the cause of force majeure has ceased to exist, the party of the actual delay that has occurred due to such force majeure condition.

6. Instruction to Foreign Suppliers:-

a)Our normal payment term is SIGHT DRAFT, Please confirm acceptance in your offer, if you insist for L/C, and all bank charges shall be to your account. Confirm acceptance.

b)Confirm whether any Export clearance is required and for which End User Certificate is to be provided by us, in case of an Order on you. (Enclose format for EUC, if applicable)

c)Warranty/Guarantee applicable for the item shall be mentioned in your offer

d)Special Certification for packing Material: as per Plant Quarantine (Regulation of Import into India) Order 2003, Articles packed with packing material of plant origin viz., hay, straw, wood shavings, wood chips, saw dust, wood waste, wooden pallets, Dunn age Mats, wooden packages, coir pith, pear or sphagnum moss etc., will be allowed entry by Customs only with a Phytosanitary Certificate. In case if a Purchase Order, if you propose to us any of the above material for packing such a certificate issued by your local Plant Quarantine Authority shall be furnished.

e)The tenders received from Indian agents on behalf of their foreign Principals/OEMs (in cases where the Principals/OEMs also submit their tenders simultaneously for the same item/product in the same tender) the same will be not be considered.f) In case two or more tenders are received from an Indian agent on behalf of more than one foreign Principal/OEM, in the same tender for the same item/product will not be considered. (In either case an Indian agent cannot represent more than on principal against the same tender)

g)If an agent submits Bid on behalf of the Principal/OEM the same agent shall not submit a bid on behalf of another Principal/OEM in this tender for the same Item/Product. (In either case an Indian agent cannot represent more than on principal against the same tender)

h)In case the quote is on Indian Rupee (High Sea Sale), the price shall include GST and duties if any, Department will provide concessional certificates. If the item quote is of USA / France / Germany / Japan/Italy and etc. make, please quote for all-inclusive price since we prefer to get the item on FOR destination basis.

7. Instruction to Indigenous Suppliers:

a)Our Normal payment terms are 100% within 30 days after receipt and acceptance of the item at our site. Please confirm acceptance in your quotation.

b)Please specify GST percentage, if any, in your offer.

- (i) Please refer SI No: 1 of Government Of India, Ministry Of Finance, Notification Number 47/2017 Integrated Tax (rate) dated: 14/11/2017, the applicable percentage of GST is 5% only for the supply of Goods (Procurement). Necessary Certificate will be issued later.
- (ii) Please refer SI. No: 1 of Government Of Karnataka, Finance Secretariat, Notification Number 45/2017 FD 48 CSL 2017, BENGALURU, dated: 14/11/2017, the applicable percentage of GST is 5% only for the supply of Goods (Procurement). Necessary Certificate will be issued later.
- (iii) In case of service (i.e. Installation, commissioning & testing and AMC, etc.), GST @18% extra.
- (iv) GST is not applicable for imported items.

8. JURISDICTION

The court of Bangalore only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this in case PO/contract.

9. Liquidated Damages:

If you fail to deliver the ordered items satisfactorily within the time specified or any extension thereof, Liquidated Damage @ 0.5%(zero point five percent) of the order value or part thereof the un-delivered items for each calendar weeks of delay shall be recovered from your bill. However total Liquidated Damage shall not exceed 10% (ten percent) of the order value.

10. Offers received through fax or email or unsigned will not be considered.

11. Offer Validity

Your offer shall be valid for 120 days from the date due date of tender opening. In case you offer validity is less than 120 days, the said offer is liable for rejection which may please be noted.

12. Performance Bank Guarantee (PBG) :

You have to submit a PBG from a Nationalised / Scheduled Bank in Rs.200/- Stamp Paper for 3% of the order value towards the performance of the system at the time of supply valid till the completion of warranty period plus 60 days (as claim period) as per the format provided by the Department. OR 3% of the order value shall be with held till the completion of Warranty Period plus 60 days.

13. Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs. Such MSEs shall produce documentary proof of registration as per provisions of the Policy ie: registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME.

14. Purchase / Price preference to MSEs (Not applicable to foreign Suppliers/Vendors)

Purchase/Price preference will be applicable to the product reservation admissible to the Micro and Small Enterprises. Purchase/Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs formulated under the Micro, Small and Medium Enterprises Development Act, 2006. The participating MSEs in a tender, quoting price within the band of L-1 + 15% may also be allowed to supply a portion of the requirement by bringing down their price to the L-1 price, in a situation where L-1 price is from someone other than an MSE. Such MSEs may be allowed to supply upto 20% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.

15. Security Deposit cum Performance Bank Guarantee (SD cum PBG): In case, if parties are unable to provide two separate BGs, i.e., one for SD and one for PBG, they can submit a combined BG for SD cum PBG from a Nationalised / Scheduled Bank in Rs.200/- Stamp Paper within 10 days of receipt of order for 3% of order value valid till the completion of total contractual obligation (i.e., supply period + warranty period + 60 days) as per the format provided by the Department.

16. Security Deposit (SD) :

You have to furnish a Bank Guarantee from a Nationalised / Scheduled Bank in Rs.200/- Stamp Paper for 3% of the order value within 10 days of receipt of order towards the faithful execution of the order valid till the completion of the scope of work as per order plus sixty days (as claim period). (This will be returned to you immediately on execution of the order satisfactorily as per order terms. In case of non-performance / poor performance, the amount will be forfeited).

17. Warranty:-

Warranty for the offered item shall be from the date of installation/acceptance of the item at our site for a minimum period of one year or as specified in the tender document.

C. Bid Templates

C.1 Technical Bid - Supply of Mass Spectrometer Leak Detector

1. MSLD

(Supply Installation and testing of MSLD as per the attached specifications and MSLD accessories as per attached list)

Item specifications for MSLD

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Backing pump	Oil free Dry backing pump	Yes / No / Explain		
2	Backing pump capacity	35m ³ /hr	Yes / No / Explain		
3	Detectable gases	4He , 3He , H ₂	Yes / No / Explain		
4	Test port	DN 40 ISO-KF	Yes / No / Explain		
5	Interface	RS 232; USB	Yes / No / Explain		
6	Max. inlet test pressure	20 mbar	Yes / No / Explain		
7	Minimum detectable leak rate for helium (sniffing leak detection)	1 X 10 ⁻⁸ mbar l/s	Yes / No / Explain		
8	Minimum detectable leak rate for helium (vacuum leak detection)	1 X 10 ⁻¹² mbar l/s or better	Yes / No / Explain		
9	Noise Level	Upto 60 dB	Yes / No / Explain		
10	Operating temperature	10-35 °C	Yes / No / Explain		
11	Pumping speed for He (Nominal)	10 l/s or better	Yes / No / Explain		
12	Test method	Vacuum and Sniffing Leak Detection	Yes / No / Explain		
13	Type	High Performance - Portable	Yes / No / Explain		

14	Supply	240 V, 50 Hz	Yes / No / Explain		
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Document : Specification

2. Accessories

(For MSLD Sniffer probe , External calibrator and Remote control)

Document : Specification

3. AMC

Item specifications for AMC

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	AMC type	Non comprehensive contract	Yes / No / Explain		
2	Duration of AMC	03 Years	Yes / No / Explain		
3	Quantity of equipment	01no's	Yes / No / Explain		
4	Preventive maintenance	Frequency - Once in 6months No. of visits - Six visits for 3 years	Yes / No / Explain		
5	Breakdown maintenance	Three visits for 3 years (for free of cost)	Yes / No / Explain		

6	Scope of preventive maintenance work	<p>1. Preventive maintenance shall be carried out for one MSLD's during each visit. The duration shall be for 2-3 days or till the maintenance work is completed.</p> <p>2. Inspection /Health check of the machines to be carried out.</p> <p>3. Checking functionality of oil free rotary vacuum pump.</p> <p>Cleaning of dust filters & completes the valve block unit, cleaning of pirani elements, and assure the health of unit and suggest any corrective measure.</p> <p>4. Checking mass spectrometer which includes source and collector.</p> <p>5. Checking the performance of electrical / electronic circuits & replacing the defective components.</p> <p>6. Calibrating the MSLD in order to attain the specified sensitivity.</p> <p>7. Demonstration of the performance of MSLD for its sensitivity.</p> <p>8. Performance monitoring for repeatable sensitivity.</p> <p>9. The work shall be carried out at LPSC(B) site.</p>	Yes / No / Explain		
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7	Scope of breakdown maintenance work	<p>1. The breakdown maintenance visit shall be carried out as and when necessary and the break down call shall be attended within 48hrs from time of intimation.</p> <p>2. LPSC shall procure essential spares in consultation of the party, The spares inventory shall be checked by the party periodically and requirement of spares shall be indicated accordingly.</p> <p>3. A log book shall be maintained for every visit. The logbook entries shall include nature of complaint , time taken for servicing and repair and the signature of the user and party.</p> <p>4. Quotation is to be offered for 06 no's of preventive maintenance visits and 03 nos of breakdown visits in the period of 3years for 1 equipment.</p> <p>5. For breakdown maintenance (beyond 03visits within 3years) Quotation may be submitted on per day basis.</p>	Yes / No / Explain		
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Document : Specification

Common Specifications (Applicable for all items)

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Backing pump	Oil free Dry backing pump	Yes / No / Explain		
2	Backing pump capacity	35m3/hr	Yes / No / Explain		

3	Detectable gases	4He , 3He , H2	Yes / No / Explain		
4	Test port	DN 40 ISO-KF	Yes / No / Explain		
5	Interface	RS 232; USB	Yes / No / Explain		
6	Max. inlet test pressure	20 mbar	Yes / No / Explain		
7	Minimum detectable leak rate for helium (sniffing leak detection)	1 X 10 ⁻⁸ mbar l/s	Yes / No / Explain		
8	Minimum detectable leak rate for helium (vacuum leak detection)	1 X 10 ⁻¹² mbar l/s or better	Yes / No / Explain		
9	Noise Level	Upto 60 dB	Yes / No / Explain		
10	Operating temperature	10-35°C	Yes / No / Explain		
11	Pumping speed for He (Nominal)	10 l/s or better	Yes / No / Explain		
12	Test method	Vacuum and Sniffing Leak Detection	Yes / No / Explain		
13	Type	High Performance - Portable	Yes / No / Explain		
14	Supply	240 V, 50 Hz	Yes / No / Explain		

Supporting Documents required from Vendor

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	This is a Two Part Tender. Do not mention price element in Techno Commercial Bid. If any Price element mentioned in technical bid, your offer will not be considered.	Yes / No / Explain	
2	(1)Packing and Forwarding (P&F): P & F charges, if any, (If mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Vendor Remarks).	Yes / No / Explain	
3	GST: Kindly mention exact percentage of GST (HSN Code, if applicable) IGST@5% concessional rate for supply of Goods: IGST concessional rate @ 5% is applicable for the following goods mentioned under Sl. No. 243B as per Department of Revenue Notification No. 07/2018: "Scientific and technical instruments, apparatus, equipment, accessories, parts, components, spares, tools, mock ups and modules, raw material and consumables required for Launch Vehicles and Satellites and Payloads" Kindly mention the nature of Goods.	Yes / No / Explain	
4	Duties & Levies for Foreign supply: a) LPSC is providing concession certificate towards the payment of Customs Duty vide as per the Customs Notification No. 50/2017, Sl. No. 539(b)-CUSTOMS Dated 30.06.2017 & Amendment No: 5/2018, Sl. No. 539(a) CUSTOMS Dated: 25/01/2018. b) GST is not applicable for imported items.	Yes / No / Explain	
5	Delivery Terms for Indigenous Supplier: FOR LPSC, BANGALORE	Yes / No / Explain	
6	Delivery Terms for Foreign Supplier: EX-WORKS / FOB /FCA	Yes / No / Explain	
7	Delivery Period: Within 6 months from the date of receipt of purchase order.	Yes / No / Explain	

8	Liquidated Damages (LD): - Since delivery is the essence of this order, LD @ 0.5% per week or part thereof subject to a maximum of 10% of the order value of undelivered Stores for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10 percent) of the contract price of the unit or units so delayed.	Yes / No / Explain	
9	Payment Terms for Indigenous Orders: 100% payment shall be made through RTGS within 30 days after receipt (including installation & commissioning) and acceptance of the item at our site.	Yes / No / Explain	
10	Payment Terms for Foreign Orders: Payment term shall be Sight Draft OR 90% by Irrevocable Letter of Credit and balance 10% by wire transfer after receipt (including installation & commissioning) and acceptance of the ordered item.	Yes / No / Explain	
11	Warranty : Warranty for the offered item shall be from the date of installation/acceptance of the item at our site for a minimum period of one year or as specified in the tender document. Warranty certificate shall be provided along with supply.	Yes / No / Explain	
12	Performance Bank Guarantee (PBG) : You have to submit a PBG from a Nationalised / Scheduled Bank in Rs.200/- Stamp Paper for 3% of the order value towards the performance of the system at the time of supply valid till the completion of warranty period plus 60 days (as claim period) as per the format provided by the Department. OR 3% of the order value shall be with held till the completion of Warranty Period plus 60 days.	Yes / No / Explain	
13	Security Deposit (SD) : You have to furnish a Bank Guarantee from a Nationalised / Scheduled Bank in Rs.200/- Stamp Paper for 3% of the order value within 10 days of receipt of order towards the faithful execution of the order valid till the completion of the scope of work as per order plus sixty days(as claim period). (This will be returned to you immediately on execution of the order satisfactorily as per order terms. In case of non-performance / poor performance, the amount will be forfeited).	Yes / No / Explain	

14	Security Deposit cum Performance Bank Guarantee (SD cum PBG):In case, if parties are unable to provide two separate BGs i.e. one for SD and one for PBG, they can submit a combined BG for SD cum PBG from a Nationalised / Scheduled Bank in Rs.200/- Stamp Paper within 10 days of receipt of order for 3% of order value valid till the completion of total contractual obligation (i.e. supply period plus warranty period plus 60 days) as per the format provided by the Department.	Yes / No / Explain	
15	Freight charges : If any, mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Vendor Terms.	Yes / No / Explain	
16	Installation Charges: If any, mentioned as EXTRA OR INCLUDED in your quote, please mention the percentage in Vendor Terms.	Yes / No / Explain	
17	In case two or more tenders are received from an Indian agent on behalf of more than one foreign Principal/OEM, in the same tender for the same item/product will not be considered.	Yes / No / Explain	
18	Insurance : Being a Government of India Department, Insurance is not required at our cost. Please ensure the safe delivery of the ordered item with proper AIR / SEA / ROAD worthy packing.	Yes / No / Explain	
19	Validity of Offer : (a) The validity of the offers should be 120 days from the date of opening of the tenders. NOTE : Tenders validity period shorter than offer validity mentioned above will not be considered for evaluation.	Yes / No / Explain	

20	<p>In case of foreign orders:(a) Please specify whether any Export clearance is required. If it is required please provide End User Certificate format along with offer. (b) Please specify whether any Agency Commission is involved or not. If YES mention the percentage of Agency Commission. [Agency Commission shall be claimed by the Indian Agent through an Invoice. The Agency Commission shall be paid to the Indian Agent in Indian Rupees worked out on the basis of Telegraphic Transfer buying rate of exchange prevailing on the date of placement of the Purchase order/Contract and shall be paid within 30 days from the date of satisfactory acceptance of the item at our site. Distributers are not eligible for Agency Commission]</p>	Yes / No / Explain	
21	<p>Arbitration: In the event of dispute or difference arising out of or in connection with this purchase order/contract, which cannot be resolved through amicable settlement by mutual consultation, the same shall be settled under the Rules of Arbitration & Conciliation act 1996 under the Indian statute only, whose decision shall be final and binding on both the parties.</p>	Yes / No / Explain	
22	<p>Jurisdiction: The Courts in and around the City of Bangalore alone shall have jurisdiction to deal with and decide any matter or dispute whatsoever arising out of this agreement including those arising under the Arbitration Act.</p>	Yes / No / Explain	

23	<p>Force Majeure: Neither LPSC, Bangalore nor party shall be considered in default of the performance of their obligations under this Purchase Order if such performance is prevented or delayed for any causes beyond the reasonable control of the parties to the order getting affected, such as Acts of God, war, riots, civil, commotion, illegal strikes, legal lock-outs, epidemics, fire accidents of any Government thereof, provided notice in writing of any such cause with necessary proof that the obligation under the Purchase Order is hereby affected or prevented or delayed is given within 14 days from the happening of the event. As soon as the cause of force majeure has ceased to exist, the party whose ability to perform his obligation has been affected shall notify the other party of the actual delay that has occurred due to such force majeure condition.</p>	Yes / No / Explain	
24	<p>Details of Indian Agent: Address, contact details like Telephone Number, Fax, e-mail etc., (if applicable)</p>	Yes / No / Explain	
25	<p>Address, contact details like Telephone Number, Fax, e-mail etc., on which order to be placed.</p>	Yes / No / Explain	
26	<p>Details of Principal:Address, contact details like Telephone Number, Fax, e-mail etc., (if applicable)</p>	Yes / No / Explain	
27	<p>You shall provide suppliers bank details such as name of the bank, IFSC code, IBAN Number, SWIFT etc., along with your offer which shall be not be changed till completion of payment.</p>	Yes / No / Explain	
28	<p>Offers received through fax or email or unsigned will not be considered.</p>	Yes / No / Explain	
29	<p>Special conditions against Indian Agents submitting quotations in Foreign Currency: (a) Foreign Principals proforma invoice indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent. (b) Copy of Agency agreement with the Foreign Principal and Indian agent, precise relationship between them and their mutual interest in the business. (c) Copy of registration and item empanelment of the Indian agent.</p>	Yes / No / Explain	

30	The tenders received from Indian agents on behalf of their foreign Principals/OEMs (in cases where the Principals/OEMs also submit their tenders simultaneously for the same item/product in the same tender) the same will be not be considered.	Yes / No / Explain	
31	Purchase/Preference to MSEs: Purchase/Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs formulated under the Micro, Small & Medium Enterprises Development Act 2006. Necessary authenticated documentary evidences shall be submitted along with your offer. NOTE: This is not applicable for foreign Suppliers.	Yes / No / Explain	
32	Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs. Such MSEs shall produce documentary proof of registration as per provisions of the Policy ie: registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME.	Yes / No / Explain	

33	As far as implementation of public procurement policy (Preference to make in India) Order, 2017 is concerned, the Office Orders vide No. P-45021/2/2017-B.E-II dt. 15.06.2017, which is partially modified by Order No. P-45021/2/2017-PP(BE-II) dt. 28.05.2018, Order No.P-45021/2/2017-PP(BE-II)dt. 29.05.2019, Order No. P-45021/2/2017-PP (BE-II) dt 04.06.2020 and Order No.P-45021/2/2017-PP (BE-II) dt 16.09.2020 and subsequent Amendments issued by the Department for Promotion of Industries and Internal Trade, Ministry of Commerce and Industry and Internal Trade, Ministry of Commerce and Industry regarding Class-I/Class-II local suppliers, Purchase preference, verification of local contents etc shall be applicable to this tender. Therefore, bidders may ensure compliance of the same while submitting tenders.	Yes / No / Explain	
34	% of Local Content	Yes / No / Explain	
35	TERMS & CONDITIONS FOR NON - COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC):	Yes / No / Explain	
36	GST: Please mention applicable GST percentage in the offer	Yes / No / Explain	
37	Contract Period: The Non-comprehensive AMC shall be valid for a period of three years after completion of warranty period.	Yes / No / Explain	
38	Preventive Maintenance: Two Preventive Maintenance visit per year i.e. once in 6 months. Total of 6 visits for 3 years.	Yes / No / Explain	
39	Breakdown Maintenance: Three visits for three years for free of cost during the contract period, the breakdown shall be attended within 48 hours of intimation. Post that, on call basis cost may be quoted on per day basis so that the breakdown maintenance charges can be paid at actual depending on the number of days work carried out (1st day travel & daily allowance (as applicable) will be paid and for additional days only daily allowance)	Yes / No / Explain	

40	Payment Terms: Service / Calibration charges shall be paid within 30 days after completion of each satisfactory service / calibration against submission of bills/ invoice along with certified service / calibration report.	Yes / No / Explain	
41	Down Time Compensation: In case the breakdown is not attended to in stipulated time i.e. within 2-3 days from the date of intimation down-time compensation at the rate of 0.5% (of the Annual Maintenance Charges) per day shall be recovered from your outstanding bills subject to a maximum of 5% of the Contract Value.(NOTE: This is a mandatory clause)	Yes / No / Explain	
42	Bank Guarantee (BG): In the event that any item / instrument needs to be taken out of LPSC(B) premises for service / maintenance, you have to submit a Bank Guarantee equivalent to the value of item / instrument taken out.	Yes / No / Explain	
43	Fall Clause: The rates charged for the service / calibration under the Contract by the vendor should in no event exceed the lowest rate charged by the vendor for similar activity to any other party during the period of the Contract. If at any time, the prices are reduced, the same shall be notified to the Department and shall stand correspondingly reduced & refunded to the Department.	Yes / No / Explain	
44	Arbitration: In the event of dispute or difference arising out of or in connection with this purchase order/contract, which cannot be resolved through amicable settlement by mutual consultation, the same shall be settled under the Rules of Arbitration & Conciliation act 1996 under the Indian statute only, whose decision shall be final and binding on both the parties.	Yes / No / Explain	
45	Jurisdiction: The Courts in and around the City of Bangalore alone shall have jurisdiction to deal with and decide any matter or dispute whatsoever arising out of this agreement including those arising under the Arbitration Act.	Yes / No / Explain	

46	Force Majeure: Neither LPSC, Bangalore nor party shall be considered in default of the performance of their obligations under this Purchase Order if such performance is prevented or delayed for any causes beyond the reasonable control of the parties to the order getting affected, such as Acts of God, war, riots, civil, commotion, illegal strikes, legal lock-outs, epidemics, fire accidents of any Government thereof, provided notice in writing of any such cause with necessary proof that the obligation under the Purchase Order is hereby affected or prevented or delayed is given within 14 days from the happening of the event. As soon as the cause of force majeure has ceased to exist, the party whose ability to perform his obligation has been affected shall notify the other party of the actual delay that has occurred due to such force majeure condition.	Yes / No / Explain	
47	Any other terms.	Yes / No / Explain	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	MSLD (Supply Installation and testing of MSLD as per the attached specifications and MSLD accessories as per attached list)	1.00 Nos.		-		
2	Accessories (For MSLD Sniffer probe , External calibrator and Remote control)	1.00 Sets		-		
3	AMC	3.00 Years		-		

Common charges (Applicable for all items)

Installation & Configuration	
Other Costs, if any (Value)	
Taxes, if any (Percentage)	